

RESOLUTION NO. 20-21

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF FIRST
AMENDMENT TO LOS ALTOS HILLS COUNTY FIRE DISTRICT EMERGENCY
SERVICES MANAGER EMPLOYMENT AGREEMENT BETWEEN THE LOS ALTOS
HILLS COUNTY FIRE DISTRICT AND DENISE GLUHAN**

WHEREAS, the Los Altos Hills County Fire District (“District”) and its Board of Commissioners (“District Board”) hired Denise Gluhan (“Gluhan”) on August 1, 2019, to provide emergency services management as set forth in and pursuant to the terms and conditions of the Los Altos Hills County Fire District Emergency Services Manager Agreement dated August 1, 2019 (“Agreement”); and

WHEREAS, Gluhan provides the District with critical and essential services, and for reasons which include the current COVID-19 Pandemic, Gluhan’s work hours have increased; and

WHEREAS, under the Agreement, Gluhan is authorized to work up to nine-hundred sixty hours per year, with an annual compensation cap of eighty-one thousand six-hundred dollars (\$81,600.00); and

WHEREAS, as of May 30, 2020, Gluhan’s work hours are eight-hundred ninety-nine and seventy-five hundredths (899.75) and total compensation paid was seventy-six thousand four-hundred seventy eight dollars and seventy-five cents (\$76,478.75), reflecting 93.72% of the total hours and compensation authorized through August 1, 2020, as set forth in the Agreement; and

WHEREAS, the District now desires to increase Gluhan’s work hours to one-thousand fifty-six (1056) hours per twelve-month (12) period, and increase the cap on compensation per twelve-month period to match the increase in authorized work hours based on Gluhan’s hourly rate as authorized in the Agreement; and

WHEREAS, Gluhan is agreeable to increasing the twelve-month (12) work hours cap and increasing the twelve-month (12) compensation cap to reflect the increased cap in twelve-month (12) work hours with the same compensation rate; and

WHEREAS, the District Board now desires to increase Gluhan’s twelve-month (12) work hours cap, and twelve-month (12) compensation cap as set forth in the proposed First Amendment to Los Altos Hills County Fire District Emergency Services Manager Employment Agreement between the Los Altos Hills County Fire District and Denise Gluhan (“First Amendment”) which is attached hereto as Exhibit 1; and

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WHEREAS, the District has read and considered that First Amendment which is attached hereto as Exhibit 1.

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the First Amendment described above and attached hereto as Exhibit 1.
2. The District hereby approves the First Amendment and the District Board President is hereby authorized on behalf of the District to execute the First Amendment attached hereto.

PASSED AND ADOPTED this 16th day of June, 2020.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk

**FIRST AMENDMENT TO
LOS ALTOS HILLS COUNTY FIRE DISTRICT
EMERGENCY SERVICES MANAGER
EMPLOYMENT AGREEMENT BETWEEN
THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND DENISE GLUHAN**

The LOS ALTOS HILLS COUNTY FIRE DISTRICT (“District”) and DENISE GLUHAN (“Gluhan”) (“collectively Parties”) have previously entered into that certain Los Altos Hills County Fire District Emergency Services Manager Employment Agreement dated August 1, 2019, (“Agreement”) whereby Gluhan was employed as the Emergency Services Manager for the District. The parties Agree to modify and amend the Agreement as set forth below (“First Amendment”):

1. Paragraph II (C) (HOURS OF WORK) of the Agreement is amended to replace “eighty (80) hours per month” which is stated twice in the first paragraph with “eighty-eight (88) hours per month.”
2. Paragraph III (A) (COMPENSATION) of the Agreement is amended to:
 - 2.1 delete: “Compensation will be capped at eighty-one thousand six-hundred dollars (\$81,600.00) per year” and replace it with; “Compensation will be capped at eighty-nine thousand seven-hundred sixty dollars (\$89,760.00) per twelve-month period”; and
 - 2.2 replace “eighty (80) hours per month” which is stated twice in the paragraph with “eighty-eight (88) hours per month”.
3. The terms and provisions set forth in this First Amendment shall be effective upon approval of the First Amendment by the District Board at a regularly scheduled District Board meeting and the execution of the First Amendment by both Parties.
4. The Parties acknowledge that they have been or have had a right to be represented by counsel of their own choice regarding this First Amendment and they have fully read and fully understand and voluntarily accept the terms of this First Amendment.
5. This First Amendment has been negotiated by the Parties and shall not be deemed to have been drafted by either party.

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6. Except as modified herein, all of the remaining terms and provisions of the Agreement shall remain in effect. If any conflicts exist between the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the dates written below.

ATTEST:

District Clerk

Mark Warren
District Board President
Date: _____

Denise Gluhan
Date: _____